

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT DAYTON**

**Beau Townsend Ford Lincoln Inc., D/B/A Beau
Townsend Ford,**

Plaintiff,

v.

**Case No. 3:15-cv-400
Judge Thomas M. Rose**

Don Hinds Ford, Inc. D/B/A Don Hinds Ford,

Defendant.

**DECISION AND ENTRY GRANTING MOTION FOR AN AWARD OF
PREJUDGMENT AND POST-JUDGMENT INTEREST, ECF 58, AND
ORDERING PLAINTIFF TO SUBMIT A PROPOSED JUDGMENT
ENTRY BY OCTOBER 13, 2017.**

Pending before the Court is Plaintiff's Motion for an Award of Prejudgment and Post-Judgment Interest. ECF 58. Defendant's response concedes that interest is to be awarded under Ohio law. ECF 59.

Ohio courts and the United States Court of Appeals for the Sixth Circuit routinely recognize an entitlement to prejudgment interest whenever damages are awarded in a breach of contract case. See e.g., *Tharo Sys., Inc. v. Cab Produkttechnik GMBH & Co. KG*, 196 Fed. App'x 366, 377 (6th Cir. 2006) (citing *Royal Elec. Constr. Corp. v. Ohio State Univ.*, 652 N.E.2d 687 (Ohio 1995)), and *Broad St. Energy Co. v. Endeavor Ohio, LLC*, 806 F.3d 402, 409 (6th Cir. 2015). As to a breach of contract claim, "a 'favorable judgment award' [gives] 'a right ... to an

interest award as a matter of law.’ ” *Broad St. Energy Co.*, 806 F.3d at 409 (citing *Lincoln Elec. Co. v. St. Paul Fire & Marine Ins. Co.*, 210 F.3d 672, 693 (6th Cir. 2000)).

Beau Townsend’s Motion for Award of Prejudgment and Post-Judgment Interest on any Monetary Judgment in its Favor, ECF 58, is **GRANTED**. Plaintiff is **ORDERED** to submit to the Court a proposed judgment order and to simultaneously inform the Court, pursuant to Local Rule 7.3, whether there will be an objection contesting the calculations or form of the proposed order by October 13, 2017. Any objection will be due within 20 days of filing of the proposed order.

DONE and **ORDERED** this Friday, October 6, 2017.

s/Thomas M. Rose

THOMAS M. ROSE
UNITED STATES DISTRICT JUDGE